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Attorneys for Defendants
Royce International Broadcasting
Corporation, Playa Del Sol Broadcasters,
Silver State Broadcasting, LLC, Golden
State Broadcasting, LLC, and Edward R.
Stolz, II

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

WB MUSIC CORP., *et al.*,

Plaintiff,

v.

ROYCE INTERNATIONAL
BROADCASTING CORP., *et al.*,

Defendants.

Case No. 5:16-cv-00600-JGB-DTB

**DECLARATION OF
COMPLIANCE OF EDWARD R.
STOLZ, II SUBMITTED IN
RESPONSE TO COURT ORDER
RE RECEIVER'S APPLICATION
FOR CONTEMPT**

DECLARATION OF EDWARD R. STOLZ, II

I, EDWARD R. STOLZ, II hereby declare as follows:

1. I am the principal of business entity Defendants and an individually named Defendant in the above captioned matter.

2. The facts stated in this Declaration are known to me personally. If called as a witness, I could and would testify to the truthfulness of all matters stated herein.

3. Referring to Item No. 1 in the Court Order dated January 28, 2021 (“Order”), all bank account information and statements were already provided to the Receiver’s counsel on September 9, 2020. A true and correct copy of the provided information, which I understand was resent to Receiver’s counsel Rory Miller again today, is attached hereto as **Exhibit 1**. There are no other “financial documents relating to the operation of [the] radio stations.”


4. Referring to Item No. 2 of the Order, website changes are accomplished through a company called Palm Desert Geeks (PDG), who, in turn, maintains an account with GoDaddy. Requests for postings or changes to the websites are communicated to PDG through Mr. Stolz’s assistant Debby McKay, who calls in the requests to PDG. A true and correct printout of PDG’s website is attached hereto as **Exhibit 2**.

5. Referring to Item No. 3., there are no revenue funds or third-party vendors paying the stations’ expenses. With respect to the KREV station only, there is an arrangement with Artbeatz, under which rent for the station is exchanged for music data. There is no money exchanged between the KREV and Artbeatz.

6. Referring to Item No. 4, I have not and will not instruct stations’ employees not to cooperate with the Receiver.

7. Referring to Item No.5, all keys for the Radio Stations were previously provided back in September.

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2 I declare under the penalty of perjury under the laws of the United States of
3 America, that the forgoing is true and correct to the best of my knowledge and
4 recollection. Executed on February 01, 2021 at Indio, California.
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8 Edward R. Stolz, II
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CERTIFICATE OF SERVICE

I hereby certify that I electronically filed the foregoing documents with the Clerk of the Court for the United States District Court for the Central District of California by using the CM/ECF system on February 1, 2021:

**DECLARATION OF COMPLIANCE OF EDWARD R. STOLZ, II
SUBMITTED IN RESPONSE TO COURT ORDER RE RECEIVER'S
APPLICATION FOR CONTEMPT**

Participants in the case who are registered CM/ECF users will be served by the CM/ECF System.

I certify under penalty of perjury that the foregoing is true and correct.

Executed February 1, 2021 at Los Angeles, California.

Date: February 1, 2021

/s/ Dariush G. Adli
Dariush G. Adli